20 Ohio St. 97. And a *cestui que trust* of a chose in action held in trust by an infant has been allowed to compel the obligor to pay directly to him. *Levin* v. *Ritz*, 17 N. Y. Misc. 737, 41 N. Y. Supp. 405. The principal case goes but a step beyond these cases. Nor is it objectionable, since under modern practice the same result could be obtained by removing the infant and appointing a new trustee.

VENDOR AND PURCHASER — REMEDIES OF VENDOR — EQUITABLE LIEN OF UNPAID VENDOR. — The plaintiff sold and conveyed land to the defendant, receiving a promissory note in part payment. He indorsed the note to a bank as collateral security for advances. Upon failure to pay the note when due, the bank sued the defendant as maker and the plaintiff as indorser and got judgment against each, which judgment remains unsatisfied. The plaintiff then filed the present bill praying a declaration that he has a lien upon the land conveyed and is entitled to maintain a *caveat* against the land until payment of the amount due on the note, and also for foreclosure and sale of the land. The bank was not made a party to the bill. *Held*, that the plaintiff is entitled to maintain a *caveat* against the land, but not to foreclose. *Denny* v. *Nozick*, 48 D. L. R. 310.

Despite apparent inconsistency with the policy of recording statutes and theoretical objections, there are still a limited number of jurisdictions where an unpaid vendor of land has an equitable lien on the land for the purchase price. *Mackreth* v. *Symmons*, 15 Ves. 329; *Wilson* v. *Plutus Mining Co.*, 174 Fed. 317. *Contra*, *Ahrend* v. *Odiorne*, 118 Mass. 261; *Kauffault* v. *Bower*, 7 S. & R. (Pa.) 64. See 2 JONES ON LIENS, § 1063. Jurisdictions allowing such a lien are in hopeless confusion in regard to who may enforce it. See 2 JONES ON LIENS, §§ 1092 *et seq.* Some consider it personal to the vendor, and neither allow the lien to follow the debt in equity nor permit him expressly to assign it. *Keith* v. *Horner*, 32 Ill. 524; *Hecht* v. *Spears*, 27 Ark. 229. Some permit assignment as collateral security for the vendor's debt but not otherwise. *Carlton* v. *Buckner*, 28 Ark. 66. Other jurisdictions allow assignment freely. *Sloan* v. *Campbell*, 71 Mo. 387; *Nichols* v. *Glover*, 41 Ind. 24. In such jurisdictions, payment to the transferee by the vendor as surety of course enables the latter to enforce the lien by subrogation. *Mathews* v. *Aiken*, 1 N. Y. 595; *Riggs* v. *Chapman*, 46 S. W. 692 (Ky.). However, even in jurisdictions restricting assignment, if the vendor is later compelled to pay as indorser, his lien revives. *Cotton* v. *McGehee*, 54 Miss. 510; *Hallock* v. *Smith*, 3 Barb. (N. Y.) 267. In any jurisdiction, therefore, which permits the lien at all, the grantor could enforce the lien after payment. Before payment, however, since the bank was not a party in the principal case, it seems clear that the vendor should not be granted foreclosure and sale on a theory of exoneration. But the decree as granted amounts to no more than maintaining the *status quo* until the debt should be paid, and as such would seem to be properly granted. See *Wolmershausen* v. *Gullick*, [1893] 2 Ch. 514.

WILLS — CONSTRUCTION — CONDITIONAL WILLS. — Before starting on a journey, the testator made a will providing, "in case of any serious accident, . . . I direct . . ." and therein left all his property to his aunt. The testator returned home safely. *Held*, that the will was not conditional. *In re Tinsley's Will*, 174 N. W. 4 (Iowa).

The validity of a will may depend upon the fulfillment of a condition. *Davis* v. *Davis*, 107 Miss. 245, 65 So. 241; *In the Goods of Porter*, L. R. 2 P. & D. 21. If the condition is plainly stated it will be enforced, whether precedent or subsequent in form. See 28 HARV. L. REV. 336. A recent New York decision to the contrary seems insupportable. *In re Steiner's Will*, 152 N. Y. Supp. 725. But if the words of the condition are not mandatory, the condition will not be

enforced unless the particular form of the will evidently depended upon the condition. *Davis* v. *Davis*, *supra*. Courts do not favor conditional wills and will seize upon such circumstances as the permanence and naturalness of the bequests or the general inaccuracy of the testator's language to construe away a condition. *Eaton* v. *Brown*, 193 U. S. 411. And in case of doubt courts prefer to construe the statement of contingency as expressing only the occasion for making the will at that particular time. *Forquer's Estate*, 216 Pa. 331, 66 Atl. 93; *In the Goods of Dobson*, L. R. 1 P. & D. 88. In accordance with these principles, the decision in the principal case seems to be a correct interpretation of the testator's intention.

WILLS — CONSTRUCTION — ERRONEOUS DESCRIPTION OF LAND. — A testator directed his executors to sell the northeast quarter of the northeast quarter of section 3, township 92, range 44. The testator never owned the northeast quarter of the northeast quarter but owned the northwest quarter of the northwest quarter of the designated section, township, and range. The executor before discovering the error in the will contracted to convey the northwest quarter of the northwest quarter to the plaintiff, who now seeks specific performance. *Held*, that a decree will issue. *Wilmes* v. *Tiernay*, 174 N. W. 271 (Iowa).

For a discussion of this case, see NOTES, p. 467, *supra*.

BOOK REVIEWS

THE NEGOTIABLE INSTRUMENTS LAW ANNOTATED. By Joseph Doddridge Brannan. Third Edition. Cincinnati: The W. H. Anderson Company. 1919. pp. iii, 622.

This very handy reference volume comes to us in a third edition, brought down to date. What that signifies in a general way is indicated by the 622 pages of this edition as compared with the 250 pages of the first edition published in 1908. At that time thirty-four states and territories had adopted the Act, which to-day is in force in all of continental United States except Georgia, but including Alaska, besides Hawaii and the Philippine Islands. Apparently the only portions of our territory outside of Georgia in which it is not now effective are Porto Rico, the Canal Zone, Guam, and the Virgin Islands. This wider currency of the law, together with the lapse of time in all jurisdictions — the first edition was published eleven years ago — has of course vastly increased the number of adjudications. A rough calculation shows approximately 2360 entries in the table of cases as against about 600 in the first edition. All of these that are of sufficient significance to justify it are stated in substance and commented on where needful. A useful feature, too often overlooked in books of this sort, is a statement in the preface of the precise point in the various Reports to which the author has carried his researches.

The greatly increased size of the volume when compared with its humble beginnings is not due entirely, however, to the increase in adjudications reviewed. It is largely accounted for by the use of larger type and liberal spacing. Typographically the body of the book is excellent, — it is good to look upon, — though the somewhat crowded title-page can scarcely be said to be a work of art.

The volume contains, besides the law itself and all the adjudications upon it, section by section, all the useful auxiliary apparatus contained in the earlier editions, such as cross-references to the Bills of Exchange Act and tables of